

JS-6

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

ORANGE COUNTY COASTKEEPER, a
California non-profit corporation,

Plaintiff,

vs.

CERTIFIED AUTO SALVAGE; RON
STEVENS; JUDY WISLOCKI,

Defendants.

Civil Case No. 8:22-cv-02044-FWS-JDE

CONSENT DECREE

**(Federal Water Pollution Control Act,
33 U.S.C. § 1251 *et seq.*)**

CONSENT DECREE

The following consent decree (“Consent Decree”) is entered into by and between Plaintiff Orange County Coastkeeper (“Plaintiff” or “Coastkeeper”), and Defendants Certified Auto Salvage, Ron Stevens and Judy Wislocki, trustees of the Carl P. & Marion B. Stevens Trust (collectively “Defendants”). The entities entering into this Consent Decree are each an individual “Settling Party” and collectively the “Settling Parties.”

WHEREAS, Orange County Coastkeeper is a non-profit public benefit corporation;

WHEREAS, Orange County Coastkeeper is dedicated to the preservation, protection, and restoration of the environment, the wildlife and the natural resources of all waters of California, including Newport Bay and its tributaries;

WHEREAS, Defendants Ron Stevens and Judy Wislocki are the successor co-trustees of the Carl P. & Marion B. Stevens Trust (the “Trust”) (Defendants Ron Stevens and Judy Wislocki hereinafter referred to as the “Trust Defendants”);

WHEREAS, the property located at 904 E. 2nd Street, Santa Ana, CA 92701 (the “Property”) is held in the Trust;

WHEREAS, since at least January 1, 2017, Defendant Certified Auto Salvage has operated an industrial facility at the Property (the “Facility”);

WHEREAS, the Standard Industrial Classification (“SIC”) code applicable to the Facility is 5015 (Motor Vehicle Parts, Used);

WHEREAS, the operations at the Facility result in discharges of pollutants into waters of the United States and are regulated by the Clean Water Act Sections 301(a) and 402. 33 U.S.C. §§ 1311(a), 1342;

WHEREAS, discharges from the Facility are regulated by the National Pollutant Discharge Elimination System (“NPDES”) General Permit No. CAS000001 [State Water Resources Control Board] Water Quality Order No. 92-12-DWQ, as amended by Order No. 97-03-DWQ, as amended by Order No. 2014-0057-DWQ, as amended by Order No. 2015-0122-DWQ, as subsequently amended by Order 2018-0028-DWQ (effective July 1,

2020) (collectively, as amended, and as may be subsequently amended from time to time, the “General Permit”), issued pursuant to Section 402 of the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.* (the “Clean Water Act” or the “CWA”) and;

WHEREAS, the General Permit requires all permittees to comply with, *inter alia*, the following mandates: (1) develop and implement a storm water pollution prevention plan (“SWPPP”) and a storm water monitoring implementation plan (“MIP”), (2) control pollutant discharges using, as applicable, best available technology economically achievable (“BAT”) or best conventional pollutant control technology (“BCT”) to prevent or reduce pollutants through the development and application of Best Management Practices (“BMPs”), which must be included and updated in the SWPPP, (3) when necessary, implement additional BMPs to reduce and eliminate discharges as necessary to comply with any and all applicable receiving water limitations and/or other requirements set forth in the Permit, including as of July 1, 2020, compliance with the Permit’s water-quality based numeric effluent limits (“NELs”), and (4) implement a monitoring and reporting program designed to assess compliance with the Permit;

WHEREAS, on August 31, 2022, Coastkeeper issued a 60-day notice letter (the “Notice Letter”) to Defendants, their registered agents, the Administrator of the United States Environmental Protection Agency (“EPA”), the Executive Director of the State Water Resources Control Board (the “State Water Board”), the Executive Officer of the Santa Ana Regional Water Quality Control Board (the “Regional Water Board”), and the Acting Regional Administrator of EPA Region IX, alleging violations of the General Permit and the Clean Water Act at the Facility;

WHEREAS, on November 8, 2022, Coastkeeper filed a complaint against Certified Auto Salvage and the Trust (the “Complaint”) in the United States District Court, Central District of California (Civil Case No. 8:22-cv-02044-FWS-JDE) (hereinafter, the “Action”);

WHEREAS, on December 14, 2022, Coastkeeper filed a first amended complaint against Certified Auto Salvage and the Trust Defendants (“First Amended Complaint”);

WHEREAS, Coastkeeper alleges Defendants are violating the substantive and

procedural requirements of the General Permit and the Clean Water Act;

WHEREAS, Defendants deny each of Coastkeeper's claims in the Notice Letter and the First Amended Complaint;

WHEREAS, the Settling Parties agree it is in their mutual interest to enter into a Consent Decree in this Action setting forth terms and conditions appropriate to resolving the allegations set forth in the Notice Letter and the First Amended Complaint without further proceedings;

WHEREAS, all actions taken by Defendants pursuant to this Consent Decree shall be made in compliance with all applicable Federal and State laws and local rules and regulations.

NOW THEREFORE IT IS HEREBY STIPULATED BETWEEN THE SETTLING PARTIES AND ORDERED AND DECREED BY THE COURT AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of this action pursuant to Section 505(a)(1)(A) of the Clean Water Act, 33 U.S.C. § 1365(a)(1)(A).

2. Venue is appropriate in the Central District of California pursuant to Section 505(c)(1) of the Clean Water Act, 33 U.S.C. § 1365(c)(1), because the Facility is located within this District.

3. The First Amended Complaint states claims upon which relief may be granted pursuant to Section 505 of the Clean Water Act, 33 U.S.C. § 1365.

4. Coastkeeper has standing to bring this action.

5. The Court shall retain jurisdiction over this matter for purposes of enforcing the terms of this Consent Decree for the life of the Consent Decree, or as long thereafter as is necessary for the Court to resolve any motion to enforce this Consent Decree.

I. AGENCY REVIEW AND TERM OF CONSENT DECREE

6. Plaintiff shall submit this Consent Decree to the United States Department of Justice and EPA (collectively, the "Federal Agencies") within three (3) business days of the final signature of the Settling Parties for agency review consistent with 40 C.F.R. § 135.5. The Federal Agencies' review period expires forty-five (45) days after receipt of

1 this Consent Decree by the Federal Agencies, as evidenced by certified return receipts,
 2 copies of which shall be provided to Defendants upon request. In the event that the Federal
 3 Agencies comment negatively on or object to entry of this Consent Decree, the Settling
 4 Parties agree to meet and confer to attempt to resolve the issue(s) raised by the Federal
 5 Agencies within a reasonable amount of time, not to exceed thirty (30) days.

6 7. Following expiration of the Federal Agencies' 45-day review period,
 7 Coastkeeper shall submit the Consent Decree to the Court for entry.

8 8. The term "Effective Date" as used in this Consent Decree shall be the date of
 9 entry of this Consent Decree by the Court.

10 9. This Consent Decree shall terminate subsequent to completion of the duties
 11 required below in Paragraphs 10 and 12-15 unless there is an ongoing, unresolved dispute
 12 regarding Defendants' compliance with this Consent Decree, in which case the Consent
 13 Decree will terminate within fifteen (15) days' notice by the Plaintiff that the dispute has
 14 been fully resolved (hereinafter, "Termination Date," as applicable). The length of time
 15 between the Effective Date and the Termination Date shall be the "Term."

16 **II. COMMITMENTS OF THE SETTLING PARTIES**

17 **A. Facility Closure**

18 10. Certified Auto Salvage shall cease operations at the Facility and obtain a
 19 Notice of Termination ("NOT") to terminate its coverage pursuant to the General Permit
 20 as follows:

21 10.1. By June 1, 2023, Certified Auto Salvage shall complete and submit
 22 any outstanding reports required by the General Permit to the Regional
 23 Water Board via the State Water Board's Stormwater Multiple
 24 Application and Report Tracking System ("SMARTS").

25 10.2. By October 1, 2023, Certified Auto Salvage shall cease operations,
 26 complete closure activities, remove all industrial related pollutants from
 27 the Property, and electronically certify and submit an NOT via SMARTS.

28 10.3. Should the Regional Water Board reject the NOT for any defect,

1 Certified Auto Salvage shall immediately cure said defect.

2 11. The Trust Defendants shall guarantee Certified Auto Salvage's performance
3 of the requirements set forth above in Paragraphs 10.1 through 10.3.

4 12. Subject to the terms of the General Permit, nothing in this Consent Decree
5 shall prohibit the Trust Defendants from performing any of the duties identified in
6 Paragraphs 10.1 through 10.3.

7 13. Confirmation of Completion. Defendants shall provide Coastkeeper with
8 written documentation, including correspondence to/from the Regional Water Board,
9 demonstrating that the requirements set forth above in Paragraphs 10.1 through 10.3 above
10 within fifteen (15) days of completion in each case.

11 **B. Environmental Mitigation Project, Litigation Fees and Costs,**
12 **Stipulated Penalties and Interest**

13 14. Environmental Mitigation Project. To remediate the environmental harms
14 alleged to have resulted from the allegations in the First Amended Complaint, the Trust
15 Defendants agree to make a payment of thirty five thousand dollars (\$35,000) to the The
16 Rose Foundation to fund environmental project activities that will benefit Southern
17 California waters, including restoration and/or preservation of Newport Bay and the Santa
18 Ana Delhi Channel. The payment shall be made by check, payable to The Rose Foundation
19 and sent by overnight mail to The Rose Foundation, 201 4th Street, Suite 102, Oakland,
20 CA 94607-4369. The payments shall be made within forty-five (45) days of the Effective
21 Date. The Trust Defendants shall provide Coastkeeper with a copy of such payment and
22 copy Coastkeeper and its attorneys on any related correspondence.

23 15. Coastkeeper's Fees and Costs. To partially reimburse Coastkeeper for its
24 investigation fees and costs, expert/consultant fees and costs, reasonable attorneys' fees,
25 and other costs incurred as a result of investigating and filing the lawsuit and negotiating
26 resolution of this matter, the Trust Defendants shall pay a total of seventy thousand dollars
27 (\$70,000) within forty-five (45) days of the Effective Date delivered via certified mail or
28 overnight delivery to: Orange County Coastkeeper, 3151 Airway Avenue, Suite F-110,

Costa Mesa, CA 92626, unless made via wire transfer.

16. Compliance Monitoring and Oversight. Defendants agree to partially defray costs associated with Coastkeeper's monitoring of Defendants' compliance with this Consent Decree in the total amount of two thousand five hundred dollars (\$2,500). Such payment shall be made within forty-five (45) days of the Effective Date. Payment shall be delivered via certified mail or overnight delivery to: Orange County Coastkeeper, 3151 Airway Avenue, Suite F-110, Costa Mesa, CA 92626, unless made via wire transfer.

17. Stipulated Payments. The Trust Defendants shall make a stipulated remediation payment of five hundred dollars (\$500) per day for any and each missed deadline specified in this Consent Decree not previously extended in writing by the Settling Parties, however, Coastkeeper must notify Trust Defendants in writing of any missed deadline and allow Trust Defendants ten (10) business days to cure the missed deadline. Payments for a missed deadline shall be made for the restoration and/or improvement of the watershed in the area affected by Defendant's discharges and shall be made to the The Rose Foundation identified above and delivered via check or wire transfer. The Trust Defendants agrees to make the stipulated payment within forty-five (45) days of the missed deadline. The Trust Defendants shall provide Coastkeeper with a copy of each such payment at the time it is made.

III. DISPUTE RESOLUTION

18. Court Enforcement Authority. This Court shall retain jurisdiction over this matter for the Term of this Consent Decree for the purposes of enforcing the terms and conditions, and adjudicating all disputes among the Settling Parties that may arise under the provisions of this Consent Decree. The Court shall have the power to enforce this Consent Decree with all available legal and equitable remedies, including contempt.

19. Meet and Confer. A Settling Party shall invoke the dispute resolution procedures of this Section III by notifying all other Settling Parties in writing of the matter(s) in dispute and the disputing party's proposal for resolution. The Settling Parties shall then meet and confer in good faith (either telephonically or in person) within five (5)

1 days from the date of the notice in an attempt to fully resolve the dispute within fifteen
 2 (15) days. The Settling Parties may elect to extend this time in an effort to resolve the
 3 dispute without court intervention.

4 20. Formal Resolution. If the Settling Parties cannot resolve a dispute through
 5 the meet and confer process discussed above, the party initiating the dispute resolution
 6 provision may invoke formal dispute resolution by filing a motion before the United States
 7 District Court for the Central District of California. The Settling Parties agree to request
 8 an expedited hearing schedule on the motion.

9 21. Fees and Costs. If intervention by the District Court is required, civil
 10 penalties and litigation costs and fees incurred in conducting the meet and confer or
 11 otherwise addressing and/or resolving any dispute, including an alleged breach of this
 12 Consent Decree, shall be awarded to the prevailing or substantially prevailing party in
 13 accordance with the standard established by Section 505 of the Clean Water Act, 33 U.S.C.
 14 §§ 1365(d) and 1319(d).

15 **IV. MUTUAL RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

16 22. Coastkeeper's Release. Upon the Effective Date of this Consent Decree,
 17 Coastkeeper, on its own behalf and on behalf of its current and former officers, directors,
 18 employees, and each of their successors and assigns, and its agents, attorneys, and other
 19 representatives, hereby releases Defendants and each of their current and former officers,
 20 directors, members, employees, shareholders, parents, subsidiaries, divisions, affiliates,
 21 and each of their predecessors, successors and assigns, and each of their agents, attorneys,
 22 consultants, and other representatives) of and from, and waives all Clean Water Act claims
 23 which were or could have been asserted in Coastkeeper's First Amended Complaint up to
 24 and including the Termination Date of this Consent Decree.

25 23. Certified Auto Salvage's Release. Upon the Effective Date of this Consent
 26 Decree, Certified Auto Salvage, on its own behalf and on behalf of its current and former
 27 officers, directors, employees, members, and each of its successors and assigns, and its
 28 agents, attorneys, and other representatives, hereby releases Coastkeeper (and its current

1 and former officers, directors, employees, members, parents, subsidiaries, and affiliates,
2 and each of their successors and assigns, and its agents, attorneys, and other
3 representatives) of and from, and waives all claims which arise from or pertain to this
4 action, including all claims for fees (including fees of attorneys, experts, and others), costs,
5 expenses or any other sum incurred or claimed for matters related to, or which could have
6 been asserted in response to, Coastkeeper's First Amended Complaint up to and including
7 the Termination Date of this Consent Decree.

8 24. Trust Defendants' Release. Upon the Effective Date of this Consent Decree,
9 the Trust Defendants, in their capacities as successor co-trustees of the Trust, each of its
10 successors and assigns as co-trustees of the Trust, and its agents, attorneys, and other
11 representatives, hereby releases Coastkeeper (and its current and former officers,
12 directors, employees, members, parents, subsidiaries, and affiliates, and each of their
13 successors and assigns, and its agents, attorneys, and other representatives) of and from,
14 and waives all claims which arise from or pertain to this action, including all claims for
15 fees (including fees of attorneys, experts, and others), costs, expenses or any other sum
16 incurred or claimed for matters related to, or which could have been asserted in response
17 to, Coastkeeper's First Amended Complaint up to and including the Termination Date of
18 this Consent Decree.

19 25. Reservation of Trust's Rights. Nothing in this Consent Decree limits or
20 otherwise affects the Trust Defendants' or the Trusts' rights against Certified Auto
21 Salvage, including its current and former officers, directors, employees, members, and
22 each of its successors and assigns.

23 **V. MISCELLANEOUS PROVISIONS**

24 26. No Admission of Liability. Neither this Consent Decree nor any payment
25 made pursuant to this Consent Decree shall constitute or be construed as a finding,
26 adjudication, admission or acknowledgment of any fact, law, or liability, nor as an
27 admission of violation of any law, rule, or regulation.

28 27. Force Majeure. No Settling Party shall be considered to be in default in the

1 performance of any of its respective obligations under this Consent Decree when
2 performance becomes impossible due to an event of Force Majeure. Force Majeure
3 includes any war, fire, earthquake, windstorm, flood or natural catastrophe; civil
4 disturbance, vandalism, pandemic (other than COVID-19), sabotage or terrorism; restraint
5 by court order or public authority or agency; or action or non-action by, or inability to
6 obtain the necessary authorizations or approvals from any governmental agency. A Force
7 Majeure shall not include normal inclement weather, economic hardship, inability to pay,
8 or employee negligence. Any party seeking to rely upon this paragraph to excuse or
9 postpone performance shall have the burden of establishing that it could not reasonably
10 have been expected to avoid the Force Majeure event and which by exercise of due
11 diligence has been unable to overcome the failure of performance. The Settling Parties
12 shall exercise due diligence to resolve and remove any Force Majeure event. Delay in
13 compliance with a specific obligation under this Consent Decree due to Force Majeure as
14 defined in this paragraph shall not excuse or delay compliance with any or all other
15 obligations required under this Consent Decree.

16 28. Construction. The language in all parts of this Consent Decree shall be
17 construed according to its plain and ordinary meaning, except as to those terms defined in
18 the General Permit, the Clean Water Act, or specifically herein. The captions and
19 paragraph headings used in this Consent Decree are for reference only and shall not affect
20 the construction of this Consent Decree.

21 29. Choice of Law. The laws of the United States shall govern this Consent
22 Decree.

23 30. Severability. In the event that any provision, paragraph, section, or sentence
24 of this Consent Decree is held by a court to be unenforceable, the validity of the
25 enforceable provisions shall not be adversely affected.

26 31. Correspondence. All documents and/or notices required herein or any other
27 correspondence pertaining to this Consent Decree shall be sent by electronic mail or, if
28 electronic mail transmission is not feasible, via certified U.S. Mail with return receipt, or

courier, as follows:

If to Plaintiff:

Orange County Coastkeeper
Attn: Legal Department
3151 Airway Avenue, Suite F-110
Costa Mesa, California 92626
Lauren@coastkeeper.org

If to Certified Auto Salvage:

Elaine Alston
Ghassemian Law Group, APC
27405 Puerta Real #250
Mission Viejo, CA 92691
EBalston@glgattorneys.com

If to Trust Defendants:

Judy Wislocki, Trustee
Carl P. & Marion B. Stevens Trust
230 Pacific Street
Tustin, CA 92780
Phone: 949.413.4324
Email: wislockijudy@yahoo.com

Ron Stevens, Trustee
Carl P. & Marion B. Stevens Trust
31687 Crystal Sands Drive
Laguna Niguel, CA 92677
Phone: 714.318.2217
Email: ronnystime@aol.com

With copy to:

Joshua T. Rosenbaum
Environmental Law Group LLP
225 Broadway, Suite 1900
San Diego, CA 92101
Telephone: 619.218.8067
Email: jtr@EnviroLawyer.com

Ronald F. Woods
Ronald F. Woods & Assoc.
P.O. Box 270605
San Diego, CA 92128
Telephone: 619.236.9069
Email: ron@rfwoodslaw.com

Richard L. Borgen
Law Office of Richard L. Borgen
2030 Main Street, Suite 1600
Irvine, CA 92614
Telephone: 949.756.9500
Email: rborgen@rborgen.com

Marc Richards
Marc H. Richards Law, APC
7755 Center Avenue, Suite 1100
Huntington Beach, CA 92647
Telephone: 949.335.6200
Email: marc@richardsplanning.com

Any change of address or addresses shall be communicated in the manner described above for giving notices. Notifications of communications shall be deemed submitted immediately after receipt via email or the next business day after having been deposited with an overnight mail/delivery service.

1 32. Effect of Consent Decree. Nothing in this Consent Decree shall be construed
2 to affect or limit in any way Defendants' obligation to comply with all Federal, State, and
3 local laws and regulations governing any activity required by this Consent Decree.
4 Compliance with this Consent Decree shall not be deemed to constitute compliance with
5 the General Permit, the Clean Water Act, or any other law, rule, or regulation.

6 33. Assignment. Subject only to the express conditions contained in this Consent
7 Decree, all of the rights, duties and obligations contained in this Consent Decree shall
8 inure to the benefit of and be binding upon the Settling Parties, and their successors and
9 assigns.

10 34. Counterparts. This Consent Decree may be executed in any number of
11 counterparts, all of which together shall constitute one original document. Telecopy, email
12 of a .pdf signature, and/or facsimile copies of original signature shall be deemed to be
13 originally executed counterparts of this Consent Decree.

14 35. Modification of the Consent Decree. This Consent Decree, and any
15 provisions herein, may not be changed, waived, discharged, extended, or terminated
16 unless by a written instrument, signed by the Settling Parties and approved by the Court.
17 Unless otherwise specified herein, any request to modify any provision of the Consent
18 Decree, including, but not limited to, any deadline(s) set forth herein, must be made in
19 writing at least fourteen (14) days before the existing deadline(s) applicable to the
20 provision(s) proposed to be modified.

21 36. Full Settlement. This Consent Decree constitutes a full and final settlement
22 of this matter.

23 37. Negotiated Settlement. The Settling Parties have negotiated this Consent
24 Decree and agree that it shall not be construed against the party preparing it, but shall be
25 construed as if the Settling Parties jointly prepared this Consent Decree, and any
26 uncertainty and/or ambiguity shall not be interpreted against any one party.

27 38. Integration Clause. This is an integrated Consent Decree. This Consent
28 Decree is intended to be a full and complete statement of the terms of the agreement

1 between the Settling Parties and expressly supersedes any and all prior oral or written
2 agreements covenants, representations, and warranties (express or implied) concerning the
3 subject matter of this Consent Decree.

4 39. Authority. The undersigned representatives for Plaintiff and Defendants each
5 certify s/he is fully authorized by the party whom s/he represents to enter into the terms
6 and conditions of this Consent Decree. The Settling Parties certify that their undersigned
7 representatives are fully authorized to enter into this Consent Decree, to execute it on
8 behalf of the Settling Parties, and to legally bind the Settling Parties to its terms.

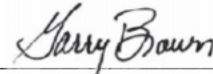
9 40. Validity. The Settling Parties agree to be bound by this Consent Decree and
10 not to contest its validity in any subsequent proceeding to implement or enforce its terms.

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1 **IN WITNESS WHEREOF**, the undersigned have executed this Consent Decree
2 as of the date first set forth below.

3 **APPROVED AS TO CONTENT**

4
5 Dated: March 28, 2023

By: 
6 Garry Brown
7 Orange County Coastkeeper

8
9 Dated: _____, 2023

By: _____
10 Ron Stevens
11 Successor Co-Trustee, Carl P. & Marion
12 B. Stevens Trust

13
14 Dated: _____, 2023

By: _____
15 Judy Wislocki
16 Successor Co-Trustee, Carl P. & Marion
17 B. Stevens Trust


18
19 Dated: _____, 2023

By: _____
20 Hamid Reza Afrasiabi
21 Certified Auto Salvage

22 **APPROVED AS TO FORM**

23 **ORANGE COUNTY COASTKEEPER**

24
25 Dated: March 28, 2023

By: 
26 Lauren Case
27 Attorneys for Plaintiff

28 **ENVIRONMENTAL LAW GROUP LLP**

 Dated: _____, 2023

By: _____
 Joshua T. Rosenbaum
 Attorneys for Defendants

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Orange County Coastkeeper

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9 Dated: _____, 2023

By: _____
Ron Stevens
Successor Co-Trustee, Carl P. & Marion
B. Stevens Trust

10
11
12 Dated: 3-27 _____, 2023

By: Judy Wislocki
Judy Wislocki
Successor Co-Trustee, Carl P. & Marion
B. Stevens Trust

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14
15
16 Dated: _____, 2023

By: _____
Hamid Reza Afrasiabi
Certified Auto Salvage

17
18
19 **APPROVED AS TO FORM**

20 **ORANGE COUNTY COASTKEEPER**

21
22 Dated: _____, 2023

By: _____
Lauren Chase
Attorneys for Plaintiff

23
24 The Environmental Law Group, LLP

25
26 Dated: _____, 2023

By: _____
S. Wayne Rosenbaum
Attorneys for Defendants

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Orange County Coastkeeper

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Ron Stevens
Successor Co-Trustee, Carl P. & Marion
B. Stevens Trust

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12 Dated: _____, 2023

By: _____
Judy Wislocki
Successor Co Trustee, Carl P. & Marion
B. Stevens Trust

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16 Dated: _____, 2023

By: _____
Hamid Reza Afrasiabi
Certified Auto Salvage

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18
19 **APPROVED AS TO FORM**

20 **ORANGE COUNTY COASTKEEPER**

21
22 Dated: _____, 2023

By: _____
Lauren Chase
Attorneys for Plaintiff

23 **ENVIRONMENTAL LAW GROUP LLP**

24
25 Dated: _____, 2023

By: _____
Joshua T. Rosenbaum
Attorneys for Defendants

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By: _____
Garry Brown
Orange County Coastkeeper

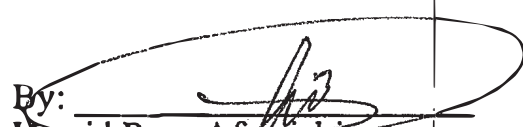
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8 Dated: _____, 2023

By: _____
Ron Stevens
Successor Co-Trustee, Carl P. & Marion
B. Stevens Trust

9
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11 Dated: _____, 2023

By: _____
Judy Wislocki
Successor Co-Trustee, Carl P. & Marion
B. Stevens Trust

12
13
14 Dated: 3, 30, 23, 2023

15
16 By: 
Hamid Reza Afrasiabi
Certified Auto Salvage

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18
19 **APPROVED AS TO FORM**

ORANGE COUNTY COASTKEEPER

20
21
22 Dated: _____, 2023

By: _____
Lauren Chase
Attorneys for Plaintiff

ENVIRONMENTAL LAW GROUP LLP

23
24
25 Dated: _____, 2023

By: _____
Joshua T. Rosenbaum
Attorneys for Defendants

1 **IN WITNESS WHEREOF**, the undersigned have executed this Consent Decree
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By: _____
Garry Brown
Orange County Coastkeeper

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By: _____
Ron Stevens
Successor Co-Trustee, Carl P. & Marion
B. Stevens Trust

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By: _____
Judy Wislocki
Successor Co-Trustee, Carl P. & Marion
B. Stevens Trust

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16 Dated: _____, 2023

By: _____
Hamid Reza Afrasiabi
Certified Auto Salvage

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19 **APPROVED AS TO FORM**

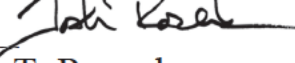
20 **ORANGE COUNTY COASTKEEPER**

21
22 Dated: _____, 2023

By: _____
Lauren Chase
Attorneys for Plaintiff

23
24 **ENVIRONMENTAL LAW GROUP LLP**

25
26 Dated: _____, 2023

By:  _____
Joshua T. Rosenbaum
Attorneys for Defendants

Ghassemian Law Group, APC

Dated: March 30, 2023

By: 
Elaine Alston
Attorneys for Defendants

IT IS SO ORDERED.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Dated: _____, 2023

Honorable Fred W. Slaughter

Ghassemian Law Group, APC

Dated: _____, 2023

By: _____

Elaine Alston

Attorneys for Defendants

IT IS SO ORDERED.

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

Dated: May 9, 2023



Honorable Fred W. Slaughter